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BOOK REVIEWS.

HANDBOOK OF THE LAW OF INSURANCE. By WILLIAM REYNOLDS VANCE. St. Paul, Minn.: West Publishing Company. 1904. pp. xiv., 683.

In his very modest preface, the author tells us that this work has been elaborated from his lecture notes as they were experimentally developed through several years spent in teaching the law of insurance. His experience in the lecture room has been of great value to him, evidently, in the preparation of this book. It has disclosed to him the numerous topics in this branch of the law, upon which judicial decisions are uncertain or discordant, and convinced him that these topics should receive the most careful attention. As a result, we have a thoroughly systematic and well-proportioned treatise upon insurance law.

For the student's use, the book could not easily be improved. The statements of principles are always clear and definite; its arrangement of topics is excellent; its criticism of authorities searching but fair, and its classification of decisions often results in bringing order out of apparent chaos. Two chapters, which are especially good examples of the author's best work, are those on "Insurance Agents and Their Powers" and "Waiver and Estoppel." His analysis and criticism of the Northern Assurance Case¹ is an admirable performance. It ought to lead the Supreme Court to a reconsideration of the doctrine enunciated by the majority in that case, and to a return to the views expressed in *Union Mutual Life Insurance Co. v. Wilkinson*², as well as in most of the best considered decisions on this topic in the State courts.

It is a pleasure to observe that the author treats the Law Merchant as something more substantial than a myth—as a true body of law, from which English jurisprudence has drawn many of the principles which underlie the modern law of insurance. He agrees with Mr. Justice Bradley³, that "the contract of marine insurance is an exotic in the common law; that we know the fact, historically, that its first appearance in any code or system of laws was in the law maritime as promulgated by the various maritime states and cities of Europe."

While the volume is pre-eminently a student's book, and does not aspire to supplant the digests in their own peculiar field, it will be found very useful to the practitioner. Its citation of recent decisions is quite full, and its estimate of their soundness and value is, in our judgment, excellent.

POMEROY'S CODE REMEDIES. Fourth Edition. Revised and enlarged by Thomas A. Boger, Professor of Law in the University of Michigan. Little, Brown and Co., Boston. pp. clxx, 983.

The first edition of this great work by Professor Pomeroy appeared under the title, "Remedies and Remedial Rights" in 1876; the sec

¹ Northern Assurance Company v. Grand View Building Association, 183 U. S. 308; 23 Sup. Ct. 183; 46 L. Ed. 214.

² 13 Wall. 222; 20 L. Ed. 617.

³ Insurance Company v. Dunham, 11 Wallace, 1, 32; 20 L. Ed. 90.